

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA – FAR (48 CFR) 53.212

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED) | | | | PAGE 2 OF 61 | |
|---|---------------------------------------|---------------------------------|---|-----------------------|------------------|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | SEE SCHEDULE | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 41c. DATE | 42a. RECEIVED BY <i>(Print)</i> | | |
| | | | 42b. RECEIVED AT <i>(Location)</i> | | |
| | | | 42c. DATE REC'D <i>(YY/MM/DD)</i> | 42d. TOTAL CONTAINERS | |

Section SF 1449 - CONTINUATION SHEET

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 0001 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. Two (2) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for two (2) vehicles. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 0002 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. One (1) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for one (1) vehicle. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 0003 | Travel | | Job | | |

COST

Travel cost including lodging and per diem IAW Part 5 Para 5.15 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain COR approval prior to travel. Charges against this CLIN without prior COR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations.

Do not price this CLIN. This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------|----------|------|------------|--------|
| 0004 | DBA - Worker's Compensation Insurance | 1 | Job | | |

FFP

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.

The amount will not be included in the evaluation process.

FOB: Destination

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 0005 | Contractor Manpower Reporting FFP IAW Part 5 Par 5.16 of the PWS. FOB: Destination | 1 | Job | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 1001 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. Two (2) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for two (2) vehicles. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|---------|
| 1002 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. One (1) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for one (1) vehicle. FOB: Destination | 12 | Months | | |
| | | | | | NET AMT |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|----------------|
| 1003 | Travel COST Travel cost including lodging and per diem IAW Part 5 Para 5.15 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain COR approval prior to travel. Charges against this CLIN without prior COR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations. Do not price this CLIN. This cost will be excluded from price evaluation. FOB: Destination | | Job | | |
| | | | | | ESTIMATED COST |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|------|------------|--------|
| 1004 | DBA - Worker's Compensation Insurance FFP The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance. The amount will not be included in the evaluation process. FOB: Destination | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|------|------------|--------|
| 1005 | Contractor Manpower Reporting FFP IAW Part 5 Par 5.16 of the PWS. FOB: Destination | 1 | Job | | |

NET AMT

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|--|----------|--------|------------|--------|
| 2001 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. Two (2) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for two (2) vehicles. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---|----------|--------|------------|--------|
| 2002 | Light Armored Vehicle Service - Bogota FFP Includes vehicle WITH DRIVER, fuel, insurance and maintenance, 24 hours a day, 7 days a week, 365 days a year IAW the PWS below. One (1) SUV Mid-Size-Model 2012. Cost per month shall be for services rendered for one (1) vehicle. FOB: Destination | 12 | Months | | |
| NET AMT | | | | | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|------------|--------|
| 2003 | Travel | | Job | | |

COST

Travel cost including lodging and per diem IAW Part 5 Para 5.15 of the Performance Work Statement. This is a Not-to-Exceed (NTE) line item. Contractor shall bill only actual cost incurred. Contractor shall obtain COR approval prior to travel. Charges against this CLIN without prior COR authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the NTE amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. Contractor shall submit back-up documentation of cost incurred against this CLIN. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Par U4510 for JTR Travel Regulations.

Do not price this CLIN. This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|---------------------------------------|----------|------|------------|--------|
| 2004 | DBA - Worker's Compensation Insurance | 1 | Job | | |

FFP

The amount listed by the offeror on this CLIN is the estimated DBA insurance premium (estimated payroll of the offeror and its subcontractors times the applicable rate(s)). The actual amount paid by the government under this CLIN will be based on the amount of the Agent/Broker's invoice submitted by the offeror after contract award. In the event of recalculation of the premium by the Insurance Carrier based on actual payroll amounts, the contracting officer will adjust this CLIN by contract modification to reflect actual premium amounts paid. For more information, see FAR clause 52.228-3, Worker's Compensation Insurance.

The amount will not be included in the evaluation process.

FOB: Destination

 NET AMT

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|---|--------|
| 0001 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | SOC SOUTH BOGOTA-COLOMBIA MANUEL QUESADA CRA 45 N 24B-25 US MILGRP BULDING AMERICAN EM BOGOTA FOB: Destination | W90GFX |
| 0002 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 0003 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 0004 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 0005 | POP 30-SEP-2014 TO 29-SEP-2015 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 1001 | POP 30-SEP-2015 TO 29-SEP-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 1002 | POP 30-SEP-2015 TO 29-SEP-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 1003 | POP 30-SEP-2015 TO 29-SEP-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 1004 | POP 30-SEP-2015 TO 29-SEP-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 1005 | POP 30-SEP-2015 TO 29-SEP-2016 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 2001 | POP 30-SEP-2016 TO 29-SEP-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 2002 | POP 30-SEP-2016 TO 29-SEP-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 2003 | POP 30-SEP-2016 TO 29-SEP-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
| 2004 | POP 30-SEP-2016 TO 29-SEP-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |

| | | | | |
|------|-----------------------------------|-----|---|--------|
| 2005 | POP 30-SEP-2016 TO 29-SEP-2017 | N/A | (SAME AS PREVIOUS LOCATION) FOB: Destination | W90GFX |
|------|-----------------------------------|-----|---|--------|

CLAUSES INCORPORATED BY REFERENCE

| | | |
|--------------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-7 | System for Award Management | JUL 2013 |
| 52.204-13 | System for Award Management Maintenance | JUL 2013 |
| 52.212-1 | Instructions to Offerors--Commercial Items | APR 2014 |
| 52.212-4 | Contract Terms and Conditions--Commercial Items | MAY 2014 |
| 52.217-5 | Evaluation Of Options | JUL 1990 |
| 52.225-14 | Inconsistency Between English Version And Translation Of Contract | FEB 2000 |
| 52.225-19 | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States | MAR 2008 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | JUL 2014 |
| 52.228-4 | Workers' Compensation and War-Hazard Insurance Overseas | APR 1984 |
| 52.228-8 | Liability and Insurance - Leased Motor Vehicles | MAY 1999 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | FEB 2013 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 52.247-27 | Contract Not Affected by Oral Agreement | APR 1984 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | SEP 2013 |
| 252.203-7005 | Representation Relating to Compensation of Former DoD Officials | NOV 2011 |
| 252.204-7000 | Disclosure Of Information | AUG 2013 |
| 252.209-7001 | Disclosure of Ownership or Control by the Government of a Terrorist Country | JAN 2009 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | MAR 2014 |
| 252.215-7007 | Notice of Intent to Resolicit | JUN 2012 |
| 252.215-7008 | Only One Offer | OCT 2013 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7042 | Authorization to Perform | APR 2003 |
| 252.228-7003 | Capture and Detention | DEC 1991 |
| 252.229-7000 | Invoices Exclusive of Taxes or Duties | JUN 1997 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.233-7001 | Choice of Law (Overseas) | JUN 1997 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | JUN 2013 |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees | JUN 2013 |

| | | |
|--------------|-----------------------------------|----------|
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |
| 252.247-7006 | Removal of Contractor's Employees | DEC 1991 |

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Award will be made to the lowest priced technically acceptable proposal

The following factors shall be used to evaluate offers:

1. Technical Acceptability

2. Price

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it (____) is, (____) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it (____) is, (____) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no

material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (☐) has, (☐) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (☐) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant

contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

| | |
|---|---|
| — | — |
| — | — |
| — | — |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

| Line Item No. |
|---------------|
| — |
| — |
| — |

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled ``Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| — | — |
| — | — |
| — | — |

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
|---------------|-------------------|

| | |
|---|---|
| — | — |
| — | — |
| — | — |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| — | — |
| — | — |
| — | — |

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[☐] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (☐) does (☐) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

- (☐) Partnership;
- (☐) Corporate entity (not tax-exempt);
- (☐) Corporate entity (tax-exempt);
- (☐) Government entity (Federal, State, or local);
- (☐) Foreign government;
- (☐) International organization per 26 CFR 1.6049-4;
- (☐) Other -----.

(5) Common parent.

(☐) Offeror is not owned or controlled by a common parent;

(☐) Name and TIN of common parent:

Name - .

TIN - .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

- ____ (iv) Alternate III (Jul 2010) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I (June 2003) of 52.219-23.
- ____ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ____ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- ____ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ____ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ____ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least 15 days before contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 15 days before contract expiration ovided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the Global Currency Exchange Rates Report published daily by the Charleston Financial Service Center in effect as stated below. This is the official rate to be used for all financial transactions processed by the Embassy in Bogota.

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Regional Contracting Office (RCO) – Bogota
U.S. Embassy – Bogota
MILGP Unit 5140
APO AA 34038

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>

If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far>

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAY 2014)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian assistance operations;

(iii) Peace operations, consistent with Joint Publication 3-07.3; or

(iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by

the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic,

consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.altess.army.mil/privacy.aspx> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian assistance operations;

(3) Peace operations consistent with Joint Publication 3-07.3; or

(4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from:

- (1) For Army contracts: HQDA-AT, telephone DSN 222-9832 or commercial (703) 692-9832
- (2) Additional information: Assistant Secretary of Defense for Special Operations and Low-Intensity Conflict, ASD (SOLIC); telephone DSN 227-7205 or commercial (703) 697-7205

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (IVA) RATE (1.6%)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Light Armored Vehicle Services (LAV) Final Version, 20140710

Part 1

General Information

1. **GENERAL:** This is a non-personal services contract to provide three (3) Light Armored Vehicles (LAV) services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all resources necessary to include but not limited to the LAVs, drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, and maintenance and any other associated equipment and personnel to provide LAV services in support of U.S. personnel in Colombia.

1.2 **Background:** Force Protection requires the US Military Group (USMILGP), Bogota to travel in and around Bogota in Light Armored Vehicles with drivers when provide unified operational support.

1.3 **Objectives:** The purpose of this requirement is to provide three (3) light armored vehicles services with drivers for current operations in Bogota.

1.4 **Scope:** Light Armored Vehicle services include drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel in support of personnel in around Bogota.

1.5 **Period of Performance:** The period of performance will be for one (1) Base period of 12 months and two (2) 12 month option periods. The Period of Performance reads as follows:

| | |
|----------------|---------------------------------------|
| Base Year | 30 September 2014 – 29 September 2015 |
| Option Year I | 30 September 2015 – 29 September 2016 |
| Option Year II | 30 September 2016 – 29 September 2017 |

1.6 **General Information**

1.6.1 **Quality Control:** The Contractor shall have a quality control process to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. The process shall include clear procedures to identify and prevent recurrence of defective services and shall contain specific surveillance techniques for contracted services. The Government reserves the right to review the contractor's quality

control process, if deemed necessary. The contractor shall submit a quality control plan 10 days after contract award to the COR and Contracting Officer for acceptance. After acceptance of the quality control plan the contractor shall receive the contracting officer's acceptance in writing of any proposed change to the QC plan.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: There are no recognized holidays during the performance period as service is required for 12 and 24 hours 7 days a week, 365 days a year.

1.6.4 Hours of Operation: Service will be as follows:

1.6.4.1 For 24 Hour's Service: The contractor is responsible to provide and ensure that contractor personnel are on duty to accept and respond to service calls 24 hours a day, 7 days a week, 365 days a year.

NOTE: Individual drivers shall not work more than 12 hours a day or 60 hours in a seven day period including breaks. The contractor is responsible to provide sufficient drivers to comply with Colombian Labor Laws.

1.6.5 Place of Performance: The work to be performed under this contract will be performed in and around Bogota.

1.6.6 Type of Contract: The government will award a Firm Fixed Price contract.

1.6.7 Other Requirements: Contractor personnel performing work under this contract must have following service driver requirements:

1.6.7.1 The Contractor shall provide licensed drivers with current local driver's licenses, the certificate for the Defensive driving training IAW local laws (School approved by Supervigilancia) and the requirements in the PWS.

1.6.7.2 The Contractor employees are strictly drivers and are not authorized to provide any other services. Contract drivers shall not run errands or conducting the personal business of the U.S. Government employee(s) to whom he is assigned.

1.6.7.3 All drivers shall carry working cellular phones, with enough minutes to accomplish duties during their assigned shift. The Contractor shall provide a list of all cell phone numbers for all Regional Security Office (RSO) approved drivers to the COR five days after the contract is issued. Additionally, the Contractor shall ensure that all drivers are provided the cell phone numbers for the COR and 24-Hour Emergency POC.

1.6.7.4 Alcoholic beverages, cognitive or motor skill impairing prescription drugs shall not be consumed. The use of these substances by Contractor personnel while on duty is strictly prohibited. The use of illegal drugs or substances by Contractor personnel is also strictly prohibited. The Contractor shall immediately remove and replace employees who appear to be under the influence of alcoholic beverages or prohibited substances.

1.6.7.5 The Contractor shall ensure compliance with the Colombian labor laws limiting the number of hours an individual employee may work in a given day/week. Replacement or relief drivers shall be made available for those instances when operational requirements mandate the availability of the vehicle service for longer periods than can be legally accommodated by one driver.

1.6.7.6 Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

1.6.8 Contracting Officer Representative (COR): The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, including Government drawings, designs, specifications; monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.9 Project Manager: The Contractor shall designate a Project Manager (PM) fluent in Spanish and possesses a good working knowledge of English (Level 3 State Department Standards) to be able to communicate effectively. The PM shall act as the point of contact for all contract requirements.

1.6.10 Contractor's Employee Information and Clearance Requirements: The contractor shall provide the following information for each driver performing services under this contract to the COR at contract award for drivers' clearances and access:

- Full Name
- Copy of driver's license
- Copy of Colombian Identification Number
- Legal Background

1.6.10.1 The COR will provide a copy of this contract, the driver's information and RSO paperwork to the MILGP Force Protection Office for driver clearances.

1.6.10.2 If access to the embassy is NOT required, clearance takes about three working days. A copy of the identification number and prior legal issues document (pasado judicial) are required to be submitted.

1.6.10.3 If access to the embassy is required, clearance can take minimum of (90) working days or more. COR will make a determination of when drivers need access to the embassy. If access is required, the COR will coordinate with contractor for the documents requested by RSO, through the MILGP Force Protection Office.

1.6.10.4 The Contractor shall keep the current list of authorized drivers and provide updates to the KO and the COR as changes occur, to comply with this security requirement.

1.6.10.5 The KO through the recommendation from the COR reserves the right to exclude any driver from performance under this agreement if any information exists that the individual is a security risk. The exclusion of an employee for security reasons shall not relieve the Contractor from performance of services required under this agreement. Contractor shall replace the driver without additional cost to the contract.

1.6.10.6 The contractor shall be responsible for obtaining all driving and insurance credentials required under Colombian laws.

1.6.10.7 The Contractor shall comply with all the necessary permits mandated by the Government of Colombia. Contractor shall be responsible for processing access clearance with coordination from the COR.

PART 2 DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS:**

2.1 DEFINITIONS: Below is the list of the definitions:

2.1.1 **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract, nor obligate the Government to expend funds.

2.1.4 **NATIONAL INSTITUTE OF JUSTICE (NIJ):** Organization in charge of Standards for Armored Vehicles.

2.1.5 **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.6 **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have private of contract with the subcontractor.

2.2. ACRONYMS

| | |
|-----------|--|
| ARL | Administradora de Riesgos Laborales |
| SOC SOUTH | Special Operations Command South |
| COR | Contracting Officer Representative |
| CRC | Physical Fitness and Mental Coordination Certificate |
| EPS | Health Entity |
| GO | Government Organizations |
| KO | Contracting Officer |
| LAV | Light Armored Vehicle |
| NIJ | National Institute of Justice |
| NGO | Non-Government Organizations |
| PWS | Performance Work Statement |
| PM | Project Manager |
| POC | Point of Contact |
| PRS | Performance Requirements Summary |
| PWS | Performance Work Statement |
| QASP | Quality Assurance Surveillance Plan |
| QC | Quality Control |
| RSO | Regional Security Office |
| U.S. | United States |
| TE | Technical Exhibit |
| SOAT | Seguro Obligatorio de Accidentes de Transito |

3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

N/A

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

4.1 General: The contractor shall provide all resources necessary to include but not limited to management, supervision, personnel/drivers, training, equipment, materials, supplies, fuel, repair parts, maintenance, insurance and any other equipment needed.

4.2 Secret Facility Clearance: N/A

4.3 Materials:

4.3.1 Spare Tire: Operational Spare tire with a hard rubber inserts in a run-flat tire, not steel

4.3.2 Toolbox: It must include screwdrivers and adjustable wrench

4.3.3 A jack with capacity to support the vehicle

4.3.4 A first aid kit

4.3.5 An operational fire extinguisher

4.3.7 Two (2) blocks to lock the vehicle

4.3.8 An operational flashlight

4.3.9 Two (2) functional reflective warning triangles

4.4 Equipment: Vehicles

PART 5
SPECIFIC TASKS

5. Specific Tasks:

5.1 Basic Services: The contractor shall provide three (3) Light Armored Vehicles with drivers and maintenance and upkeep of the vehicles.

5.2 Vehicle Specifications: The contractor shall provide the following specifications for the Light Armored Vehicles.

5.2.1 The Contractor shall provide armored vehicles that provide 360 degree protection in accordance with the National Institute of Justice, Ballistic Resistant Protective Materials, and NIJ Standard 0108.01 Level IIIA. All armoring must meet this standard. Independent ballistic testing of armoring material will be provided as part of the vendor's proposal. The armoring will include 360 degree armoring that ensures the vehicle's interior passenger compartment; including roof and floor are protected. The 360 degree armoring must also provide 100% protection

of the vehicle's critical mechanical, hydraulic and electrical components, and the vehicular management systems. Contractor shall be required to provide compliance documentation for all armored vehicles. See website <https://www.justnet.org/pdf/0108.01.pdf> for complete details.

5.2.2 All vehicles shall be at least the model year 2012 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacturers manual.

5.2.3 Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. The Fuel Tank shall be armored. Armored windows shall be one composite piece of glass.

5.2.4 Vehicle Type:

CLIN 0001 & 0002: Three (3) Light Armored Vehicle (LAV) SERVICES – Includes drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 24 hours a day, 7 days a week, 365 days a year with the following minimum specification/ characteristics

SUV Mid Size

Model 2012 or newer

No. of Seats/Passenger Capacity

Seven (7)

No. of Doors

Five (5) Trunk door may be top-hinged or side-hinged

Fuel Engine

Gasoline or Diesel

Engine Cylinder

2,900 or larger (if is Diesel) or 3,900 Gasoline

NOTE: If the documents do not show any of the above specifications, vendors must provide a separate certification for the certify the specification.

5.3 **Vehicle Registration:** Compliance with Colombian Supervigilancia: Colombian law requires that all companies either leasing or owning armored vehicles shall be registered with the **Supervigilancia** and that each individual vehicle also be so registered. Vehicles used to support this requirement shall be owned and registered in the name of the company that leases or owns that vehicle. Each vehicle shall be insured to the limits required by law in the name of the vehicle's owner.

The contractor shall provide proof of vehicle registration, ownership and insurance for each vehicle with their proposals.

5.4 **Vehicle Insurance:** Contractor shall provide full insurance coverage for all vehicles IAW Colombian laws and regulations. Each vehicle shall be insured to the limits required by law in the name of the company/offeror.

5.5 **Safety and Maintenance:** The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, air bags, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Colombian National Transit Laws.

5.5.1 Contractor shall provide a vehicle replacement during maintenance periods with same specifications in PWS 5.2.4.

5.5.2 Contractor shall be notify the COR in advance for the schedule maintenance for the vehicles.

5.6 Vehicle Damage: The Contractor is responsible for all damages to the vehicle, including wear and tear. However, in the case of documented damage to the vehicle as a result of hostilities against an authorized US Government occupant, the Contractor may request compensation from the US Government.

5.7 Employee Training: The Contractor shall be responsible for training employees on the proper use of armored and non-armored vehicles, defensive, offensive, safety and security driving techniques, evasive driving tactics, and the speed limit of vehicles on US Embassy and military installations and other safety regulations as applicable. All drivers shall be trained in performance of Preventive Maintenance Checks and Services (PMCS) on all vehicles in the Contractor's fleet. The Contractor shall conduct all training prior to beginning performance under this agreement and conduct annual training prior to the exercise of any options. Contractor shall maintain a record of driver training conducted and make the records available for COR inspection.

5.8 Response Time: The Contractor shall respond to all service requests within 60 minutes. In the event of an accident or a vehicle breaks down, the Contractor shall provide a replacement vehicle that conforms to all contract requirements and specifications; vehicle must be available for inspection with documents listed in PWS 5.12.

5.9 Service Calls: The Contractor shall establish procedures that will provide the Government caller with a service "Control Number" for verification of date/time that service was requested.

5.10 Subcontracting: Subcontracting is NOT authorized under this agreement. The vehicles provided for support of this requirement shall be owned by and the drivers' employees of the Contractor.

5.11 Vehicle Subtractions: The Government reserves the right to reduce number of vehicles provided during the period specified in the contract. If this occurs, a minimum 15-day notification will be provided to the contractor. Cost under the contract will be reduced accordingly based on the pro-rated vehicle price.

5.12 Vehicle Inspection: All vehicles shall be inspected periodically by the Contracting Officer Representative (COR) and the Joint Logistics Facility (JLSF) to ensure compliance with regulations as stated in PWS. Vehicles shall be inspected before each performance period. The COR and contractor shall make a determination of when inspection will be conducted. All vehicle inspections shall be coordinated by the COR with the Joint Logistics Facility (JLSF), and the contractor two days in advance of the inspection. The COR will provide the JLSF inspector with an inspection checklist to use for their inspections. Once inspection is completed, a copy of the inspection will be provided to the COR and contractor no later than 1 hours after inspection.

5.12.1 The contractor shall remove any part of the vehicle if necessary, during vehicle inspection. The Government inspector shall not remove any vehicle part.

5.12.2 Vehicles that do not pass inspection shall be immediately replaced and shall be re-inspected prior to vehicle use. If the contractor cannot provide vehicles that pass inspection, the contract may be terminated for non-performance.

5.12.3 Vehicles shall be inspected prior to use when vehicle are replaced with another vehicle.

5.12.4 Contractor must retain/file all inspection results.

5.13 Documents Required for Vehicle Inspection: The contractor shall comply with the American Embassy Bogota Mission Policy No. 2010-001 Paragraph 9 only. The contractor shall provide hard copies to the COR and Joint Logistics Facility (JLSF), of the following documents/information at vehicle inspection:

- a. License provided by the superintendence for the armored vehicle (Requested by Supervigilancia - Colombian Law)
- b. Armored vehicle permit requested by Supervigilancia - Colombian Law

- c. Automobile insurance SOAT requested by Ministry of Transportation - Colombian Law
- d. Liability Insurance requested by the Embassy Mission Policy No 2010-001 Summary of Motor Vehicles Safety Management)
- e. Proof of ownership requested by Ministry of Transportation- Colombian Law)
- f. Maintenance program
 - 1. Vehicle manufacturer, year, make, model, size, and type
 - 2. Vehicle chassis VIN number, license plate number, and vehicle number
 - 3. A checklist of major vehicle components requiring scheduled maintenance or service—component list.
 - 4. Annual safety inspections—either as a separate line item or identified in a line item with an interval that meets the requirement of annual inspection (the safety components inspected should be identified in the checklist).
 - 5. Scheduled maintenance activities to be performed, identified by either date (time period), odometer reading (elapsed mileage), or number of lift cycles.
 - 6. Dates the scheduled maintenance or service was actually completed, including any repairs made, depending on software used.
 - 7. Vehicle odometer mileage at time of each maintenance or service.
 - 8. Warranty maintenance service performed, whether noted as part of the regular scheduled maintenance, or performed separately.
 - 9. POC information of person who performed the maintenance.
- g. Armor certificate (Requested by Supervigilancia that certifies armor installed on the LAV which is provide by the Armor Company)
- h. Vehicle tax return
- i. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.14 Documents Required for Drivers Inspection

The assigned driver to the vehicle shall provide a hard copy of the following documents for the inspection prior to driving for the MILGP to Joint Logistics Facility (JLSF) and the COR.

Below requirements are required by the American Embassy Bogota Mission Policy No. 2010-001 Summary of Motor Vehicles Safety Management.

- a. Copy of current driver's license. IAW (Colombian National Transit Laws)Codigo Nacional de Transito Law 769, 2011. Drivers with license can SUVs.

- b. Copy of the Physical Fitness and Mental Coordination Certificate CRC (Certificado de aptitud fisica mental y de coordinacion motriz)
- c. Copies of any and all driving related training certifications (Defensive driver's training certificate)
- d. Copy of Health Insurance Policy / Health Entity EPS (Empresa Promotora de Salud)
- e. Copy of Work Connected Injuries Policy ARL (Administradora de Riesgos Laborales)
- f. The contractor shall provide an English summary of all Spanish documents submitted to the Government.

5.15 Contractor Travel: Travel to various locations within Colombia may be required during the performance of this contract. Projected travel locations are Sibate, Tolemaida, Espinal, Apiay, Medellin, Armenia, Cali, Cartagena, Barranquilla, Santa Marta, Coveñas, Monteria, Ibaguë, Girardot, Bucaramanga, Pereira, Manizales and Sogamoso. Contractor is not authorized to travel outside of the locations mentioned above. If travel other locations is required, the contractor shall obtain approval from the COR prior to travel. Travel cost including lodging and per diem shall be reimbursed for actual cost incurred not to exceed the Travel Regulation (JTR) rate. Contractor shall submit back-up documentation, receipts of cost incurred against this CLIN. Charges against the Travel CLIN without prior COR or KO authorization shall not be reimbursed. Contractor shall notify the contracting officer when 75% of the Not to Exceed (NTE) amount has been expended. Contractor shall not incur cost over the Not-to-Exceed amount. For travel within 12 hours per diem or meals is not authorized and is not reimbursable IAW Federal Travel Regulation (FTR) Chapter 301 Part 301-11.2.

5.16 CONTRACTOR MANPOWER REPORTING (CMR) "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the **Bogota, Colombia Embassy USMILGP** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website".

PART 6 APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures to include the following:

The National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level III IAW NIJ-0108.01.

Law 356 of 1994 Supervigilancia Regulation for Armored Vehicles

Law 769 of 2011 Colombian National Transit Laws

American Embassy Bogota Mission Policy No. 2010-001 - "Summary of Motor Vehicles Safety Management"

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

7. Attachment/Technical Exhibit List:

7.1. Attachment 1/Technical Exhibit 1 – Performance Requirements Summary

7.2. Attachment 2/Technical Exhibit 2 Documents Required for Vehicle and Driver Inspection

TECHNICAL EXHIBIT 1

Performance Requirements Summary

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE REQUIREMENTS SUMMARY

| PERFORMANCE REQUIREMENT SUMMARY | | | | |
|--|--|---------------------------------|---------------------------------|--|
| LIGHT ARMORED VEHICLE SERVICES | | | | |
| Performance Objective | Performance Standard | Acceptable Quality Level | Method of surveillance | % Deduction form monthly |
| Combating Trafficking in Persons FAR 52.222-50 c | The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment | 100% Compliance | 100% Inspection, COR Validation | 1% of CLINS total monthly price will be deducted |
| Hours of Operation PWS Part 1 Par 1.6.4.1 | <u>Hours of Operation:</u> The armored vehicle services will be provided to US Government personnel in accordance with schedules provided by the Contracting Officer's Representative (COR) after award. Service will be as follows: <u>For 24 Hour's Service:</u> The contractor is responsible to provide two (2) contractor personnel per vehicle to provide the 24 hours service. The contractors on duty will accept and respond to service calls 24 hours a day, 7 days | 100% Compliance | 100% Inspection, COR Validation | 5% of total monthly price will be deducted |

| PERFORMANCE REQUIREMENT SUMMARY | | | | |
|--|---|---------------------------|---|--|
| LIGHT ARMORED VEHICLE SERVICES | | | | |
| Performance Objective | Performance Standard | Acceptable Quality Level | Method of surveillance | % Deduction form monthly |
| | a week, 365 days a year. | | | |
| Driver cell phones PWS Part 1 Par 1.6.7.3 | Contractor shall provide each driver with a working cell phone with enough minutes to accomplish duties during their assigned shift. | 100% compliance required | COR Surveillance; Periodic inspection; Customer input | 1% total monthly price will be deducted |
| Vehicle Armoring PWS Part 5 Par 5.2.1 to Par 5.2.3 | <p>The contractor shall provide the following specifications for the Light Armored Vehicles.</p> <p>The Contractor shall provide armored vehicles that cover National Institute of Justice, Ballistic Resistant Protective Materials, NIJ Standard 0108.01, and Level IIIA IAW NIJ-0108.01. Contractor shall be required to provide compliance documentation for all armored vehicles. See website http://www.eeel.nist.gov/oles/Publications/NIJ-0108.01.pdf for complete details.</p> <p>All vehicles shall be at least the model 2012 or newer at the time of contract award. Vehicles must be in operational/functional excellent running condition in accordance with the Original Equipment manufacturers manual.</p> <p>Tires shall have hard rubber inserts in the run-flat tires, not steel. Radiators shall have a bullet guard in front. Bullet-proof protection for the engine compartment and radiator shall be installed. Armored windows shall be one composite piece of glass.</p> | 100% compliance required. | COR Surveillance; Periodic inspection; Customer input | 5% total monthly price will be deducted |
| Vehicle Type PWS Part 5 Par 5.2.4 | <p>Three (3) Light Armored Vehicle (LAV) SERVICES – Includes drivers, management, supervision, training, equipment, materials, supplies, fuel, repair parts, insurance, maintenance and any other associated equipment and personnel, 12 hours a day, 7 days a week, 365 days a year with the following minimum specification/ characteristics</p> <p>SUV Mid Size Model 2012 or newer No. of Seats/Passenger Capacity: Seven (7) No. of Doors: Five (5) Trunk door may be top-</p> | 100% Compliance required | 100% Inspection, COR Validation | 5% of CLINS total monthly price will be deducted |

| PERFORMANCE REQUIREMENT SUMMARY | | | | |
|---|---|--------------------------|---|--|
| LIGHT ARMORED VEHICLE SERVICES | | | | |
| Performance Objective | Performance Standard | Acceptable Quality Level | Method of surveillance | % Deduction form monthly |
| | hinged or side-hinged. Fuel Engine: Diesel or Gasoline Engine Cylinder: 2,900 or larger (if is Diesel) or 3,900 Gasoline | | | |
| Compliance with Colombian safety standards & Maintenance PWS Part 5 Par 5.5 | The contractor shall comply with all local safety requirements to protect all persons from harm and U.S. Government property from damage. All vehicles shall meet all Colombian safety requirements and have, as a minimum, the following safety features working: rear and front lights, rear view mirrors, windshield wipers, parking brake, horn, air bags, seat belts and side view mirrors. Both the vehicle exterior and interior shall be free of excessive soil, rust and damage that might affect the operating condition of the vehicle. Contractor shall maintain vehicles in good operating condition in accordance with the Original Equipment manufacture's manual at all times. See Law 769, 2002 Colombian National Transit Laws. | 100% compliance required | COR Surveillance; Periodic inspection; Customer input | 5% of CLINS total monthly price will be deducted |
| Response Time PWS Part 5 Par 5.8 | The Contractor shall respond to all service requests within 60 minutes. In the case of an accident or a vehicle breaking down. Contractor shall provide a replacement vehicle that conforms to all contract requirements/specifications; all Documents Required for Vehicle Inspection listed in PWS 5.13 shall accompany the vehicle and be available for inspection. | 100% compliance required | COR Surveillance; Periodic inspection; Customer input | 2% of CLINS total monthly price will be deducted |
| Contracting Manpower Reporting PWS Part 5 Par 5.16 | "The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Bogota, Colombia Embassy USMILGP via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil/ , and then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs | 100% Compliance | 100% Inspection, COR Validation | 1% of CLINS total monthly price will be deducted |

| PERFORMANCE REQUIREMENT SUMMARY | | | | |
|---------------------------------|--|--------------------------|------------------------|--------------------------|
| LIGHT ARMORED VEHICLE SERVICES | | | | |
| Performance Objective | Performance Standard | Acceptable Quality Level | Method of surveillance | % Deduction form monthly |
| | may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Hlp Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website". | | | |

TECHNICAL EXHIBIT 2
DELIVERABLE SCHEDULE

| <u>Deliverable</u> | <u># of Copies</u> | <u>Medium/Format</u> | <u>Submit To</u> |
|---|--|----------------------|--|
| Documents Required for Vehicle Inspection Refer for list in Par 5.13 | One (1) copy for each document. | Paper – hard copy | COR & Joint Logistics Facility (JLSF), Validation |
| Documents Required for Drivers Refer for list in Par 5.14 | One (1) copy for each document. | Paper – hard copy | COR & Joint Logistics Facility (JLSF), Validation |
| Contractor shall submit the QCP Refer in Par 1.6.1 Ten (10) days after contract award. | One (1) copy for QCP document. | Paper – hard copy | COR Validation |
| Contractor shall submit a list of the cellphone numbers Refer to Par 1.6.7.3 Five (5) days after contract award. | One (1) copy for the list. | Paper – hard copy | COR Validation |
| Contractor shall provide drivers information Refer to Par 1.6.10. | One (1) copy for each document. | Paper – hard copy | COR Validation |
| Independent ballistic testing documentation of armor material. Refer to Para 5.2.1 | One (1) copy for each document. | Paper – hard copy | COR Validation |

ADDENDUM FAR 52-212-1

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. **OFFER SUMITTAL INSTRUCTIONS:** Offerors are required to submit a complete offer package as listed in Paragraph 2 below. Hard copy or electronic copy of the offers are acceptable. Offer packages must be received on or before the solicitation closing date and time.

- a. Submit complete offer packages

Regional Contracting Office – Bogota
U.S. Embassy - Bogota
Attn: Rosalba Mateus or Annabelle Miller
MILGP Unit 5140
APO AA 34038-5140

- b. Offer packages will be accepted via e-mail to:

Rosalba Mateus
mateusr@tcsc.southcom.mil
Tel: 275-2552
Cellphone: 311-516 8499

Alternate

Annabelle Miller
millera@tcsc.southcom.mil
Tell: 275-4227

- c. Vendors that intend to hand deliver offers must notify Rosalba Mateus or Annabelle Miller at least one (1) day prior to the closing date to coordinate acceptance and delivery.

- d. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of offers.

- e. The Government reserves the right to extend the notification deadline of the solicitation up to the date offers are initially due. The Government may reject any or all responses if such actions are in the public interest and/or waive informalities and minor irregularities in the submitted offers. The Government reserves the right to cancel this Request for Quote (RFQ) and make no award. By responding to this RFQ and submitting a offer in response to the RFQ, the Contractor understands that the Government shall not be liable for any costs incurred by the Contractor in response to this RFQ.

- f. Offers submitted electronically via e-mail shall be prepared in Microsoft application programs (i.e., Word and/or Excel).

- g. Minimum Offer Acceptance Period - The offer acceptance period is 60 days. The vendor shall make a clear statement in its Offer Documentation that the offer is valid for a period of not less than 60 days from receipt of offers.

2. OFFER FILES Offeror shall submit the following:

(a) Technical Offer

- (1) Vehicle Specifications: Offeror shall submit a list of vehicles offered to be used for this contract addressing the minimum requirements as stated in Part 5 Par 5.2 through Para 5.2.4 of the PWS.

- (2) Vehicle Registration – PWS Part 5 Par 5.3: Offeror shall submit registration documents of the vehicles listed in Par (1) under the name of the company/offeror.

- (3) Vehicle Insurance – PWS Part 5 Par 5.4: Offeror shall submit insurance coverage documents for the vehicles listed under Par (1) under the name of the company/offeror. Each vehicle shall be insured to the limits required by law in the name of the company/offeror.

- (4) Armoring Certificate and Independent Ballistic Testing Certificate: Part 5 Par 5.2.1: Offeror shall submit armoring certificate from the company who armored the vehicle and the independent ballistic testing certificate from the company who tested the vehicles. Offeror shall provide the certificates for each vehicle.

- (5) Vehicles Pre-inspection - PWS Part 5 Par 5.12 through Par 5.12.3: Vehicles will be inspected prior to contract award. These inspections will occur **ONLY** after the offeror has been determined technically acceptable as

a result of being evaluated in accordance with FAR 52.212-2 and its addendum. All vehicles included in the offer shall pass inspection. If one vehicle does not pass inspection, the offer will not be considered for contract award.

(b) Price Offer

(1) Standard Form 1449, Solicitation/Contract/Order for Commercial items and Acknowledgment of Amendments, if any. This form shall be signed by an authorized representative of the company.

(2) Schedule of Supplies and Services indicating total offered cost/price.

(3) Completed Representations and Certifications

FAR 52.212-3 Offeror Representations and Certifications – Commercial Items

(4) Statement indicating whether or not only local nationals or third country nationals hired outside the United States will be employed on the resultant contract.

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

A. BASIS OF AWARD

1. The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the RFQ.

2. IAW FAR Clause 52.212-2, basis of award is Lowest Price, Technically Acceptable.

3. Award of the contract resulting from this solicitation will be made to the responsible vendor whose offer is technically acceptable and the lowest price. The Government reserves the right to determine which offers show the required capability IAW the evaluation factors. The Government also reserves the right to eliminate from further consideration those offers which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.

4. The Government contemplates contract award **without discussions** with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the Vendor's initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

5. Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a.

6. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price offers may be the grounds for eliminating an offer from competition.

B. EVALUATION FACTORS

1. Factor 1: Technical Acceptability. Offers will be rated on an "Acceptable", or "Unacceptable" basis. In order to be considered for award, an offer must have an "Acceptable" rating for each of the technical sub-factors and

an overall “Acceptable” technical rating. Any “Unacceptable” rating on any of the sub-factors will result in an overall technical rating of “Unacceptable”.

2. The following sub-factors shall be used to determine technical acceptability. Non-submission of one of these elements shall render the offer technically unacceptable and shall not be considered for award.

a. Sub-Factor 1 Vehicle Specifications

The vendor’s offer will be evaluated to determine if the offeror provided the specifications stated in Part 5 Par 5.2 through Para 5.2.4 of the PWS.

b. Sub-Factor 2 Vehicle Registration

The vendor’s offer will be evaluated to determine if the offeror complied with Supervigilancia Registration for each vehicle as stated in Part 5 Par 5.3 of the PWS.

c. Sub-Factor 3 Vehicle Insurance

The vendor’s offer will be evaluated to determine if the offeror complied with vehicle insurance requirements as stated in Part 5 Par 5.4 of the PWS.

d. Sub-Factor 4 Armoring Certificate and Independent Ballistic Certificate Testing

The vendor’s offer will be evaluated to determine if the offeror complied with vehicle armoring and independent ballistic certificates as stated in Part 5 Par 5.2.1 of the PWS.

e. Sub-Factor 5 Vehicles Pre-inspection

Vehicles will be inspected prior to contract award IAW PWS Part 5 Para 5.12 through Para 5.12.3 of the PWS. These inspections will occur **ONLY** after the offeror has been determined technically acceptable as a result of being evaluated in accordance with FAR 52.212-2 and its addendum. All vehicles included in the offer shall pass inspection. If one vehicle does not pass inspection, the offer will not be considered for contract award.

3. Factor 2: Price

a. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the offered prices on the CLINs stated in the solicitation. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government will award a contract to the offeror whose technically acceptable offer represents the lowest price to the Government.

b. Unless otherwise specified, offerors shall submit prices for all CLINs and for all performance periods. Failure to submit a price for any CLIN/sub-CLIN shall result in the offer being considered unacceptable.

c. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate the Option to -Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror’s final option period price to the offeror’s total price. Thus, the offeror’s total price, for the purpose of evaluation will include the prices for the base period, first option, second option and one-half of the second option. DBA insurance, if any and travel, will not be included in evaluating price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

C. EVALUATION APPROACH

All offers shall be subject to evaluation by a team of Government evaluators. Each factor and sub-factor shall be evaluated using the following assessment approaches:

1. Technical Evaluation Approach. Offers will be rated on an “Acceptable” or “Unacceptable” basis. All technical sub-factors will receive an “Acceptable” or “Unacceptable” rating.

| Rating | Description |
|---------------|--|
| Acceptable | Offer clearly meets the minimum requirements of the solicitation |
| Unacceptable | Offer does not clearly meet the minimum requirements of the solicitation |

a. Price Evaluation Approach. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the total price for all options to the total price for the basic requirement plus one-half of the offeror’s final option period price. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(End of Provision)